carrier may not be ready to begin the carriage at once is no concern of the shipper and cannot affect the liability of the carrier. When such delivery is complete is often a nice question. *Railway Co.* v. *Murphy,* 60 Ark. 333. The issuance of a bill of lading is *prima facie* evidence of delivery to the carrier of the goods specified therein. *O'Brien* v. *Gilchrist,* 34 Me. 554; *Sonia Cotton Oil Co.* v. *Steamer Red River,* 106 La. 42; *Morganton Mfg. Co.* v. *Ohio River, etc. R. R. Co.,* 121 N. C. 514; *Louisville, etc. R. R. Co.* v. *Wilson,* 119 Ind. 352. The defendant contended, however, that the presumption was rebutted by the provision quoted, which provision, it was maintained, constituted a valid limitation of liability. More specifically, that the phrase, "at which there is no regularly appointed agent," qualified only the first clause, and that therefore the second clause was applicable to this case even though there was a regularly appointed agent at the station where the cotton was received. But it is a well-settled rule of construction that a contract restricting the carrier's liability will be construed strictly against the carrier. *N. J. Steam Navigation Co.* v. *Merchant's Bank,* 6 How. 344; *Hart* v. *Penna. R. R. Co.,* 112 U. S. 331; *Hooper* v. *Wells Fargo Ex. Co.,* 27 Cal. 11. And in the instant case, in accordance with the above principles, the reasonable construction is that given by the supreme courts of California and West Virginia in construing this same provision, and followed in this case by the Mississippi court; namely, that the paragraph should be construed as a whole, and the phrase, "at which there is no regularly appointed agent," should be held to qualify the last clause as well as the first. See *Jolly* v. *A. T. & S. F. R. R. Co.,* 21 Cal. App. 368; *McClure* v. *N. & W. R. R. Co.,* 98 S. E. Rep. (W. Va.) 514. Such is undoubtedly a fair interpretation of the words of the provision, for, as the court points out, to give effect to the defendant's contention would be to allow the carrier to discharge itself from its common law duties by simply sidetracking cars containing goods before the consignee had the opportunity to take charge of them or even knew of their arrival; or, on the other hand, to refuse to accept liability for the safety of goods after the shipper had parted with and the carrier had assumed control over them. To date, only the courts of the three states mentioned have had occasion to pass on this particular provision, but, in consideration of the country-wide use of the uniform bill of lading, it is to be expected that the same question will arise in other jurisdictions.

CONSTITUTIONAL LAW — DELEGATION OF LEGISLATIVE POWER — CONTROL MEASURES IN INFECTUOUS DISEASES.—A Kansas Statute, (Chap. 205, Laws 1917), passed with a view to protection of the public health and control of communicable diseases, conferred power on state board of health to designate such diseases as were infectuous, etc., and to prescribe rules and regulations for the isolation of persons affected with such, and provided a penalty for violation of same. These rules, promulgated accordingly, included certain venereal diseases in the above class. Provision was made for the isolation of such cases at a state quarantine camp. Local health authorities were authorized to examine suspected persons and to isolate persons affected

when considered necessary, which isolation might be at the camp mentioned above. Under these rules and an ordinance of the city of Topeka, passed in pursuance thereof, petitioner was detained as being a person so affected and an order was issued for his isolation. Application was made for writ of habeas corpus,—assailing the constitutionality of the above statute as an unwarranted delegation of legislative power, and the validity of the rules and the ordinance enacted thereunder. *Held*: Statute valid and the rules and ordinance not unreasonable. *Ex parte McGee et al,* (Kan., 1919) 185 Pac. 14.

It is true, of course, as a general proposition that legislative power cannot be delegated. COOLEY, CONSTITUTIONAL LIMITATIONS, (7th Ed.) p. 163. This proposition is so generally recognized as to require no further citation of authority. But it is also well recognized that the legislature may enact a law in general terms and confer on an officer or administrative body power to enforce the law, and, in order to accomplish that end, to adopt necessary rules and regulations, and may prescribe penalties for violation of the rules so adopted. This principle recognized in *U. S.* v. *Penn. Co.,* 235 Fed. 961; *U. S.* v. *Grimaud,* 220 U. S. 506; *Isenhour* v. *State,* 157 Ind. 517; and numerous other cases. As stated in the second case cited: "but, confining themselves within the field covered by the statute they could adopt regulations of the nature that they had been generally authorized to make, in order to administer the law and carry the statute into effect." It is unquestioned that administrative details may be left to such officers or board; the difficulty, of course, is in distinguishing between this and the delegation of a power really legislative in each case as it arises. So here it would not seem really to be a delegation of legislative power but to relate merely to a procedure for the uniform ascertainment of the subjects on which the law should operate,—a more scientific ascertainment than the legislature could well make being desirable,—and to be, therefore, a determination of details really administrative, as the court here considered it. As a question of practice it would certainly seem that the public welfare could be better promoted by such a method. As stated by the court in the present case, had the legislature here attempted to specify all such diseases it would have, at this time, have omitted from its classification the deadly influenza which soon after followed. The rules of such a subordinate board would be sufficiently elastic to adjust themselves to such an emergency. In the following cases there was held not to be a delegation of legislative power: *Isenhour* v. *State,* cited *supra,* authorizing board of health to adopt measures deemed necessary in connection with pure food laws, to define adulterations, fix standards, etc.; *Carstens* v. *Desellem,* 82 Wash. 643, authorizing commissioner of horticulture to specify what diseases and pests were injurious to nursery stock, trees, etc., so as to require disinfection or destruction. In this latter case it was said: "to meet the necessities caused by new diseases as they may occur, and prevent their spread, matters purely administrative may be left to administrative officers. If this were not so the lives and property of the people might frequently be placed in jeopardy by the occurrence of some new contagion which the law-making branch of the government had

not forseen." *Hurst* v. *Warner,* 102 Mich. 238, authorizing state board of health to make rules regarding inspection and disinfection of baggage coming from localities where contagious diseases were shown, to the satisfaction of the board, to exist. In *Train* v. *Boston Disinfecting Co.,* 144 Mass. 523, under a statute authorizing boards of health to make regulations for public health, etc., and respecting articles capable of conveying infection or contagion, board in question was allowed to make and enforce a regulation requiring all rags arriving from a foreign port to be disinfected. It was stated: "quarantine laws are a familiar exercise of the police power of a state—and the making of regulations for their enforcement has always been entrusted to subordinate boards." In *Jacobson* v. *Mass.,* 197 U. S. 11, a Massachusetts statute was upheld which vested authority in local boards of health to enforce compulsory vaccination when, in their discretion, such was deemed necessary. The principle involved in the case-at-hand is by no means new, but it may be of interest in regard to the rather novel facts to which it is applied. This case, it seems, is only one of many, at the present time, indicating a tendency to allow more latitude in the delegation of discretionary powers.

DEEDS—DELIVERY.—Grantee appeals from the decree of the lower court setting aside a deed as not having been validly delivered. Grantor deposited deed with third person to be delivered to the grantee in the event that the grantee survived the grantor. *Held,* title did not pass, for a deposit of a deed to be delivered to grantee upon grantor's death must be unconditional and independent of any contingency in order to be valid. *Weber* v. *Brak,* (Ill., 1919) 124 N. E. 654.

In *Bury* v. *Young,* 98 Cal. 446, the court referring to deposits of deeds to be delivered on grantee's death said, "The essential requisite to the validity of a deed transferred under circumstances as indicated in this case is that when it is placed in the hands of the third party it has passed beyond the control of the grantor for all time." Apparently the reason for the rule is that if the grantor retains the power to recall the deposit it is regarded as testamentary being ambulatory until the grantor's death and thus can only be effected by an instrument in writing in conformity with the statute for the disposition of real estate by will. *Linn* v. *Linn,* 261 Ill. 606; *Bogan* v. *Sweringen,* 199 Ill. 454. See 17 MICH. L. REV. 413. The reason for the rule does not apply, it would seem, to the facts of the principal case where it should be noted that the contingency upon the happening of which the grantor is to regain control is wholly outside the control of the grantor. The doctrine that the delivery must divest the grantor of his power to control for all time has never been applied to the case of a delivery in escrow although the reason is equally applicable. That a delivery in escrow, where not only the grantor parts with his legal power to control the deed but the grantee acquires the legal power to control is sufficient, is universally conceded. *Wheelright* v. *Wheelright,* 2 Mass. Rep. 447. It is equally well settled according to the overwhelming weight of authority that a deposit with a third person where the grantor retains the right to repent is not a